

**2004 MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND
BUREAU OF OCCUPATION LICENSES
REGARDING DRINKING WATER AND WASTEWATER OPERATORS, AND
BACKFLOW ASSEMBLY TESTER CERTIFICATION**

I. PURPOSE

To identify procedures and timelines for the transfer of licensing of drinking water and wastewater operators and backflow assembly testers from the authority of the Department of Environmental Quality (Department) to the Bureau of Occupational Licenses (Bureau) in anticipation of legislation to transfer regulatory authority to the Board of Water and Wastewater Professionals.

II. OBJECTIVE

To efficiently transfer authority for licensure of drinking water operators, wastewater operators, laboratory analysts, and backflow assembly testers from the Department to the Bureau, provide for funding of such transfer and implementation of a legal framework to enable the Bureau to license said persons.

III. DEFINITIONS

1.1 "DEPARTMENT" shall mean the Department of Environmental Quality of Idaho, any division, section, office, unit, or other entity of that DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT.

1.2 "BUREAU" shall mean the Department of Self Governing Agencies, Idaho Bureau of Occupational Licenses, any division, section, office, unit, or other entity of that BUREAU, or any of the officers or other officials lawfully representing that BUREAU.

1.3 "MOU OFFICER" shall mean that person appointed by the DEPARTMENT or BUREAU to administer this MOU on behalf of the respective agency. The term includes, except as otherwise provided in this MOU, an authorized representative of the MOU OFFICER acting within the scope of his/her authority.

1.4 "MOU" shall mean the originally negotiated and executed MOU (including Riders and Appendices), any negotiated and executed AMENDMENT to this MOU and/or any TASK ORDER negotiated, executed and implemented pursuant to provisions of this MOU.

1.5 "Drinking water operator", "wastewater operator", "responsible charge", backflow assembly tester" shall be defined as the current definition in the Idaho Rules for Public Drinking Water Systems IDAPA 58.01.08 et seq. or the Water Quality Standards and Wastewater Treatment Requirements IDAPA 58.01.02 et seq.

IV. RELATION OF PARTIES

The Department and the Bureau are independent agencies of the State of Idaho organized and existing under the laws of the State of Idaho.

V. CURRENT STATE OF LICENSING

1.1 For more than two decades licensing drinking water and wastewater operators has occurred via an independent board to which licensees paid annual dues. For the last four years the Department has also contracted with the same independent Board to perform licensing for the Department. Due to changes in federal law, state law and the growth of the population in Idaho, among other factors, it is no longer feasible to contract out the licensing of drinking water and wastewater operators. It is the desire of the Department that the Bureau undertake the licensing of operators and backflow assembly testers for the reason that the Bureau is in the best position to perform the licensing given its efficiencies and expertise. The Bureau is also in the best position to assist in any disciplinary proceedings, which might be required.

1.2 The Department is currently proposing legislation known as the Drinking Water and Wastewater Professionals Licensing Act which would transfer authority to a regulatory board under contract with the Bureau to license operators, laboratory analysts and backflow assembly testers. This legislation is proposed for the 2003-2004 legislative session. In the event the legislation does not pass it may be necessary for the Bureau to assist the Department to provide licensing of drinking water, wastewater operators and backflow assembly testers until the appropriate legislative authority is achieved. Accordingly, this MOU is intended to set out how the Department will transfer authority to the Bureau, to administer the licensing and impose timelines.

**VI. DRINKING WATER OPERATOR, WASTEWATER OPERATOR ,
LABORATORY ANALYSTS AND BACKFLOW ASSEMBLY TESTER
LICENSURE PROGRAM TASKS**

The Bureau agrees in order to implement the licensure program, with the exception of Task 9 which the Department shall undertake.

Task 1 **Application Process:** Administer the application process in accordance with Department Rules, guidelines and specifications. Activities include:

- 1.1 Reviewing each application received for completeness of information. Notify applicant that application will or will not be accepted for examination eligibility determination by the application evaluation Board.
- 1.2 Determining examination eligibility by evaluating the information in each accepted application against appropriate criteria including public drinking water system classification information and the Idaho Rules for Public Drinking Water Systems IDAPA 58.01.08 et seq. or the Water Quality Standards and Wastewater Treatment Requirements IDAPA 58.01.02 et seq.
- 1.3 Notifying applicant in writing of examination eligibility determination as soon as possible.
- 1.4 Assigning each eligible applicant a unique individual identification number for use on all exam-related materials.

Task 2 **Examination Services:** Administer the program examination services in accordance with Department Rules, guidelines and specifications. The Department has historically contracted with the Association of Boards of Certification, Inc. (ABC), to provide examination materials, grading of exams and results of grading. The Department currently has a contract dated January 1, 2003, which runs until December 31, 2004 with ABC for drinking water and wastewater operator testing. Duties of the Bureau shall include:

- 2.1 Serving as the Test Administrator and the contact person for the purposes of the Department/ABC Testing Service Agreement contract effective January 1, 2003 and for future contracts.

- 2.2 Planning and implementing all activities necessary for providing two test cycles annually, one exam on April 28th, 2004 and one exam on October 27th, 2004, and future exams, if needed under this MOU, as determined by the Bureau in consultation with the Department. This includes ordering and purchasing the appropriate number of exams from ABC for each type and class of certificate based on applicant eligibility determination made by the evaluation Board, administering exams only to eligible applicants, ensuring the proper exams are at the testing sites at the proper time and returning exams, completed and unused to ABC following the testing event.
- 2.3 Providing testing at appropriate sites located around the state each testing cycle. These sites will be chosen with the intent of covering the state with reasonable equity in travel time for examinees and will be subject to approval from the Department.
- 2.4 Providing proctors for each testing site to ensure a fair, impartial and secure examination for each applicant.
- 2.5 Ensuring delivery of all exams and materials to ABC following the scheduled testing date.
- 2.6 Providing notification in writing to each examinee of exam results of test results from ABC.
- 2.7 Submitting to the Department the results of each examination in a format suitable for Internet posting on or linking to the Department Certification and Training web site.

Task 3 **License Issuance and Renewal:** Administer the program license issuance and license renewal service in accordance with Department guidelines, Rules and specifications. Duties of the Bureau shall include:

- 3.1 Issuing licenses reflecting the particular type and class of licensure earned and the effective date and expiration date of the license.
- 3.2 Administering endorsement/reciprocity services as needed including investigating the claim for endorsement/reciprocity, evaluating qualifications and issuing the type and class license appropriate for the individual's qualifications.

Task 4 **Information Services:** Administer the program information service in accordance with Department guidelines and specifications. Duties of the Bureau shall include:

- 4.1 Maintaining a communication/contact service through an appropriate combination of telephone, Email, Web, or other contact facilities including a toll-free number available to all locations in Idaho.
- 4.2 Responding to drinking water and wastewater operator licensure informational requests as soon as possible in the manner most appropriate.
- 4.3 Participating as a technical resource on licensure program issues for purposes of rulemaking, advising, training, or as a member of a work group, committee or professional association.

Task 5 **Coordination with the Department:** Consult regularly with the Department on the status of new or unique situations, rule interpretation, and complaints.

- 5.1 Respond to complaints in a timely manner.
- 5.2 Refer any complaint that is not related to testing or the licensure program to the Department for resolution.

Task 6 **Public Information Services:** Assist the Department in providing ongoing licensure information for drinking water and wastewater operators license, renewal, and professional growth requirements. The Bureau shall refer to the Department any requests for related resource materials on rule requirements and program specifications for drinking water and wastewater operators, public drinking water system owners, and wastewater system owners. Activities include:

- 6.1 Provide licensure program subject matter on a Bureau web site including rule requirements, annual examination schedule, applications, license classification worksheets and other pertinent forms and time critical information. All other subject matter including, but not limited to, a list of contract operators, hiring contract operator information, and any other information shall be linked to a Department website.

Task 7 **Records Management:** Function as the repository and custodian of licensure program records for the duration of this MOU. The

Bureau will maintain the following records:

- 7.1 Individual operator records including: application(s), results of exams, demonstration of competency form (if applicable), license(s) issued, renewal license(s) issued, CEU documentation submitted for license renewal professional growth requirements, all receipts for payment of fees, license renewal notices, dated and initialed file notes, any correspondence, complaints, or any other pertinent information related to an individual operator's license.

Task 8 **Data Management:** Enter accurate licensure program information in the Bureau database. A data management plan, agreed to by both parties, shall be appended to this document and incorporated by reference herein at the time of signature on this document. The Bureau will provide all collected information upon request to the Department. Records to be entered and maintained include, but are not limited to, the following:

- 8.1 The current mailing address, drinking water and wastewater system employer, and telephone number for each drinking water and wastewater operator to use for address labels and operator contact.
- 8.2 The type and class of valid license held by each licensee.
- 8.3 License issuance and renewal records for each licensee.
- 8.4 Fee payments/receipts for each licensee.
- 8.5 CEU records as appropriate to ensure compliance with CEU requirements.

Task 9 **Continuing Education Units (CEU) Program:** The Department shall continue to administer the drinking water and wastewater operator certification CEU duties with the exception of Bureau duties for CEUs mandated in sections VI 7.1 and 8.5 above as long as this MOU is in effect.

Task 10 **Examination Summary Report:** If requested by the Department, the Bureau shall prepare an Examination Summary Report of the prior year's examination activities including such documentation and information as required by the Department.

Task 11 **Fee Collection:** Administer the licensure program fee collection and accounting service in accordance with Idaho Code § 67-2605 and 2606. Duties of the Bureau shall include:

11.1 Collect appropriate fees from licensees.

11.2 Issue renewed licenses to licensees for fees collected.

VII. MINIMUM REQUIREMENTS

1. Department Standards. The Bureau shall comply with the following standards for implementation of this MOU. Department standards applicable for licensure include the following:

1.1 Idaho Rules for Public Drinking Water Systems IDAPA 58.01.08 et seq., and Water Quality Standards and Wastewater Treatment Requirements IDAPA 58.01.02 et seq.

1.2 Reimbursement for travel expenses will be in accordance with the applicable state standard.

2. ABC Standards.

2.1 The Bureau shall adhere to the criteria and qualifications for the types and classes of licensure as required in the drinking water certification rules, the wastewater certification rules, and as provided by the Association of Boards of Certification (ABC) "Needs to Know" Criteria and ABC Certification Program Standards.

2.2 The Bureau shall also adhere to the conditions of the Department/ABC testing service agreement and ABC requirements for administering certification examinations. The Department and/or ABC will provide the pertinent ABC information to the Bureau.

VIII. TERMINATION FOR CONVENIENCE. The DEPARTMENT or BUREAU may cancel this MOU at any time with or without cause upon thirty days written notice to the other party, and specifying the date of termination.

IX. ADDITIONAL PROVISIONS. Additional provisions, if any, are incorporated by reference on the cover sheet of this MOU.

X. ACCOUNTING, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS

1.1 The BUREAU shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this MOU in accordance with State of Idaho government accounting requirements and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this MOU is signed by both parties. All records generated under this MOU

shall become the property of the DEPARTMENT on the last day the MOU is in effect unless legislation has transferred authority for record keeping to the BUREAU. BUREAU shall deliver all records to the DEPARTMENT within ten days of the last day of the MOU in a manner consistent with State of Idaho record retention practices. The BUREAU may retain copies of certain records solely for purposes of accounting or other fiscal reasons and may not disseminate or otherwise publish, share, transfer or post copies of records with any other entities or individuals. If any litigation, claim, negotiation, audit or other action involving the records has been started, or notice of such action given, before the end of the MOU, copies of certain records must be retained by the BUREAU until completion of the actions and resolution of all issues which arise from it.

1.2 The BUREAU shall also maintain financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.22 (for negotiation of this MOU), or negotiated change order, and a copy of the cost summary submitted to the DEPARTMENT. The BUREAU will obtain written approval from the DEPARTMENT prior to disposal of any records. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the DEPARTMENT, any other agency of the State of Idaho or any of their authorized representatives, shall have access to all such books, records, documents and other evidence for purposes of inspection, audit and copying during normal business hours.

1.3 The BUREAU will provide proper facilities for such access and inspection. This MOU may be terminated upon any refusal of the BUREAU to allow access to the records as described above.

1.4 The BUREAU agrees to disclose all information and reports resulting from access to records under this Section to any of the agencies referred to above in this section.

1.5 Access to records is not limited to the required retention periods. The authorized agencies designated in this Section shall have access to records at any reasonable time for as long as the records are maintained.

XI. EPA MANDATES

The Bureau agrees to cooperate and assist the Department in meeting any obligations mandated by the EPA, including, but not limited to, reporting requirements, funding reports or any other requirements which must be met by the Department under the Safe Drinking Water Act and any Regulations adopted pursuant thereto.

XII. NOTICE OF MOU EFFECTIVENESS

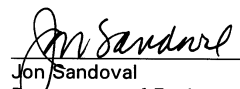
It is understood that this document is not effective until the appropriate MOU OFFICER has signed the document, the effective date has been filled in by the MOU OFFICER, and that date has arrived or passed. Neither the BUREAU nor his organization will render services to the DEPARTMENT under the terms of this document until the document has been fully signed by each party and the MOU has become effective.

XIII. DELEGATION OF AUTHORITY

This MOU should be interpreted as a specific grant of authority from the DEPARTMENT to the BUREAU to administer any and all authority the DEPARTMENT currently possesses under law to conduct licensure of drinking water operators, wastewater operators, laboratory analysts, and backflow assembly testers.

IN WITNESS WHEREOF, the parties have executed this agreement.

 DATED: 12/16/03
Budd Hetrick - Deputy Bureau Chief
Idaho Bureau of Licensing

 DATED: 12/23/03
Jon Sandoval
Department of Environmental Quality